

TENDER DOCUMENT

**Tender for Providing HOUSEKEEPING SERVICES in the
Offices of Kerala State IT Mission**

**ICT Campus at Vellayambalm and PMU Office Statue in
Thiruvananthapuram**

[Tender Ref. No.: Admn-Estt/62/2016-KSITM](#)



Kerala State IT Mission (KSITM)

(Department of Electronics and Information Technology, Government of Kerala)

Signature of the Tenderer

Kerala State IT Mission (KSITM)

(Department of Information Technology, Government of Kerala)

NOTICE INVITING TENDER

The Director, Kerala State IT Mission invites sealed tenders from reputed service providing agencies for providing House Keeping services in the offices of Kerala State IT Mission on contract basis for a period of one year .

1	Tender inviting authority	Kerala State IT Mission
2	Tender Ref No:	Admn-Estt/62/2016-KSITM dated 29.09.2016
3	Contact Person	Director, Kerala State IT Mission
4	Tender Cost and EMD payable	Tender cost : Rs.1000/- Plus VAT (Rupees Thousand only Plus VAT) payable to Director, Kerala State IT Mission, ICT Campus, Vellayambalam, Thiruvananthapuram. EMD : Rs.25000/- Rupees Twenty Five Thousand only)
5	Mode of Tender Submission	Two Cover system (Technical and financial bids sealed separately
6	Date of issue of tender documents	15/10/2016
7.	Last Date for submission of Tender	:15:00 Hours on 15/10/2016
8	Bid Validity	: 90 days from the date of Bid opening.
9	Venue for Tender opening	:Office of Kerala State IT Mission, ICT Campus, Vellayambalam , Thiruvananthapuram-695 033
10.	Time &Date of opening of Technical and prequalification Tender	: 15.30 Hours on 15/10/2016
11	Time &Date of opening of Financial Tender	Will be intimated to the bidders

Full Details Available in our website “ www.itmission.kerala.gov.in”

Signature of the Tenderer

Kerala State IT Mission (KSITM)

(Department of Information Technology, Government of Kerala)

TENDER NOTICE FOR HOUSEKEEPING SERVICES

1. COST OF TENDER FORM : **Rs.1000/-** Plus VAT(Rupees **Rs.1000/-** Plus VAT only) payable to Director, Kerala State IT Mission, ICT Campus, Vellayambalam, Thiruvananthapuram 695033
2. NAME OF THE WORK : To provide House Keeping services in the Offices of Kerala State IT Mission, ICT Campus, Vellayambalam and PMU Office at Statue , Trivandrum
3. DETAILS OF PAYMENT : Payment shall be made as DD in favour of Director, KSITM
4. SIGNATURE OF THE ISSUING OFFICER :

TO BE FILLED BY TENDERER

1. Name and Address of the Tenderer :
2. EMD payment details :
(EMD cash receipt / DD should be enclosed) :
3. RATES are to be quoted on calendar month basis:
4. Address of Local Office and Phone Number :
5. In case of downloading from www.itmission.kerala.gov.in(website),: DD (Number / Date / Bank)
Cost of tender document enclosed (.....-)

Signature of the Tenderer

Kerala State IT Mission (KSITM)

(Department of Information Technology, Government of Kerala)

**Kerala State IT Mission, ICT Campus, Vellayambalam,
Thiruvananthapuram 695033**

TENDER SCHEDULE FOR PROVIDING HOUSEKEEPING SERVICES

TERMS AND CONDITIONS FOR THE WORK CONTRACT

1. PREAMBLE

The Director, Kerala State IT Mission invites sealed tenders from reputed service providing agencies for providing House Keeping services in the office of Kerala State IT Mission, ICT Campus, Vellayambalam, Thiruvananthapuram 695033 and PMU Office at Statue on work contract basis for a period of 1 year.

2. NUMBER OF PERSONS TO BE ENGAGED

4 persons are to be engaged at KSITM office at Vellayambalam (2 Male and 2 Female). 3 of them shall work from 8.00 am to 4.00 pm and one male member have to work from 12.00 Noon to 8.00 pm daily from Monday to Saturday except on Public holidays.

4 person are to be engaged at PMU Office, Statue (3 Female and 1 Male), who shall work from 8.00 pm to 4.00 pm from Monday to Saturday except on public holidays .

3 . SCOPE OF WORK

3.1 .UPKEEPING WORKS :

- The back office, front office, steps, corridors shall be swept with soft brooms first and thereafter moped using paraform, phenyl, liquid soap, vim etc on all days Monday to Saturday excluding holyday before 9.00 am. Cabin and other areas remaining locked shall be taken up thereafter and completed by 9.30 am.

- All tables, chairs, glass panes, Computer monitors, Keyboards, Computer mouse and phones shall be cleaned with cloth on all days in the morning.
- Light shades, tube lights, ventilators, fans, windows, partitions, glass portion, Venetian blinds, Furniture equipments, shelves, cabinets etc must be cleaned at least once in a week.
- Cobwebs of the wall/ceiling of the building shall be removed once in a week.
- Waste materials collected shall be removed daily.

3.2 TOILET CLEANING :

- All toilets and wash basins in the toilets and pantry shall be washed daily and as frequently as required. The urinals and commodes shall always be maintained stain-free, clean and tidy by cleaning on regular basis using disinfectionists .
- Walls of toilets shall be cleaned, cobwebs removed daily. Wherever washable paints/tiles are used on surfaces it shall be cleaned with water to remove stain etc.
- As and when the urinal commodes are found stained, it shall be removed immediately using cleaning acid.
- The toilets shall be cleaned on all days in the morning before 8.30 am and again in the afternoon between (1.00 pm – 2.00 pm) and it shall be ensured that the toilets remain clean from 8.00 am – 5.30 pm every day.

3.3 PREPARATION TEA AND OTHER REFRESHMENT

The tea, coffee and other refreshments shall be prepared and distributed to the Officers and staff every day and also on the event of any meeting as and when required.

4.DRESS CODE

The persons engaged for the work shall be in uniform and the uniform should be clean and tidy.

5 . ELIGIBILITY

5.1. The Bidder shall be a registered firm with the appropriate authority .

5.2. The Bidder should have minimum 5 years experience for providing House Keeping Services to Corporate Organizations /PSU/ Government body. The documentary proof that the tenderer had provided housekeeping /General Service or similar service satisfactorily for a minimum period of Five years should be submitted along with the **tender**

5.3. The Contractor should strictly abide by the provisions of various Acts, rules , regulations and notifications of the State and Central Government and other statutory authorities in force, in connection with the employment of the contract labour

5.4 The Bidder should have valid license under Contract Labour (Regulationa and Abolition) Act 1970) for engaging contract labours

5.5 Bid should have Service Tax registration.

6. EARNEST MONEY DEPOSIT

6.1. EMD for the amount of **Rs.25,000/-** should also be furnished by way of Crossed Demand Draft drawn in favour of Director , Kerala State IT Mission, issued by a Nationalized Bank / Scheduled Bank payable at Thiruvananthapuram.

6.2. The Demand Draft for the EMD amount should be attached to the Tender Offer. Any tender received without the payment of EMD will be rejected.

6.3. The EMD will not carry any interest and will be refunded/ returned to the unsuccessful tenderers after finalization of the Tender on production of Advanced Stamp Receipt.

6.4. The EMD of the successful tenderer will be treated as part of Security Deposit on award of contract after furnishing the security deposit for the balance amount

6.5 The EMD will be forfeited (a) if a successful tenderer does not pay the Security Deposit in time and execute the Agreement. (b) if the tenderer withdraws the tender before the tender validity period

7 . TENDER SUBMISSION

The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid.

7.1. The tender form is non-transferable i.e. only that bidder in whose name the tender form has been issued can submit the tender . The cover containing the Bid **superscripted "Tender for House keeping"** shall be sealed and sent by Registered Post or Speed Post addressed to **The Director**, Kerala State IT Mission, ICT Campus, Vellayambalam, Thiruvananthapuram-695 033 so as to reach him on or before **15:00 hrs** of 15/10/2016. **Alternatively** envelope containing the tender can be directly dropped in the tender box provided in this office before the time fixed for submission of tender. **Any tender received after the stipulated time and date for closing of tender shall be rejected and returned unopened to the bidder.** .Delay in postal transit will not be accepted as a valid reason for condoning the delay in submission of the tender.

7.2. The completed tender forms should be addressed to:

The Director,
Kerala State IT Mission,

ICT Campus,
Vellayambalam ,
Thiruvananthapuram-695 033

7.3 The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid.
The agencies are advised to submit the bids as given below

- a) **Envelope 1** super scribing “**Technical Bids for Providing Housekeeping services for Kerala State IT Mission**”,
- b) **The Tenderer should submit the originals/copies of the following Documents/Certificates along with the Bid Document and its annexures, which is mandatory in Envelop 1 .**
 - i) Copy of the Registration Certificate of the agency/Firm from the appropriate authority.
 - ii) Experience Certificate for minimum period of 5 years from any corporate organisation/PSU/Government body.
 - iii) Copy of PAN / GIR card;
 - iv) Copy of ESI Registration proof and payment certificate from ESI Department.
 - v) Copy of Employees Provident Fund Registration proof and payment Certificate from EPF Department (For the last 3 years)
 - vi) Certificate of license issued under Contract Labour (abolition and Regulation) Act,1970
 - vii) DD for EMD in original
 - viii) Signed Tender Document.
 - ix) Copy of Service Tax Registration Certificate, if registered with service tax authorities
 - x) Copy of Service Tax Registration Certificate
 - xi) All the pages of the tender form should be signed by the tenderer or his duly authorised agent as a token of acceptance of the terms and conditions of the tender..No sheet is to be detached.
 - xii) Name and Address of the persons engaged by the agency for KSITM
 - xiii) Government Approved Photo ID Card with residential address of the persons intended to engaged for KSITM
 - xiv) Should uploaded an undertaking on affidavit that the firm or the persons engaged by the firm has not been black listed or punished by any Court of Law or any Govt./ Central Autonomous bodies/ PSU for their misconduct or misbehavior

All copies of documents should be self attested. All the documents mentioned above are for establishing the eligibility and non submission of these documents will result in rejection of the tender

- c) **Envelope 2** super scribing “**Financial Bids for Providing Housekeeping services for Kerala State IT Mission**”,

7.4 The tenderers should strictly adhere to the statutory regulations viz., Minimum wages Act, EPF Act, ESI scheme, Bonus Act, Contract Labour (R&A) Act 1970 and rules framed thereunder and any other regulations covered under various Labour Act and Regulations .

The Tender which does not contain the above documents will be summarily rejected.

7.6 Service Tax

The Successful Tenderer shall enclose a attested copy along with Tender Documents. As it is a statutory obligation, applicable rate of Service Tax and Education cess from time to time may be claimed in the bill submitted to this office for payment. The payment of ST & EC will be made only if the contractor has the valid registration certificate in this regard. Proof for having paid Service Tax and EC to the Central Excise Department after each payment on the due date as claimed in the bill shall be produced by the Contractor for verification.

7.7 The Service Tax Registration Number should invariably be printed in the bills submitted to this office. Bills without Service Tax Registration number will not be accepted.

7.8 . The Successful Contractor should arrange to pay the Service Tax and Educational cess received from KERALA STATE IT MISSION into the appropriate Accounts of the Government and enclose proof of such payment alongwith the Bill for the next month for scrutiny and acceptance. Failure to enclose the proof for payment will render the successful Tenderer for such action as deemed fit in consultation with Service Tax Authorities. The payment of bills will be withheld till such time proof of payment of Service Tax is produced.

7.9 If the bidder to whom the contract is awarded commits breach of the terms and conditions of the tender documents and the contract executed with KSITM, DIRECTOR, Kerala State IT Mission reserves the right to terminate the contract after giving 15 days notice and in that event the security deposit will be forfeited. The decision of THE DIRECTOR, KERALA STATE IT MISSION is final in this respect.

8. THE AGENCIES AND THEIR RESPONSIBILITIES:

- a) The Contractor should possess valid license to take up the work in accordance with Contract Labour (R & A) Act.
- b) Any concealment of fact like blacklisting or non-performance in earlier contract will make the Bid inadmissible.
- c) The Contractor should have five years experience in House Keeping and allied services for which experience certificate should be enclosed with Tender document. Otherwise the tender will be rejected .
- d) No child labour will be permitted. Persons with less than 18 years of age should not be engaged for any reason

- e) The contractor should replace the person on request from the designated officer, if it is found that the person engaged is not discharging his /her duties efficiently or his conduct is found to be detrimental to the interest of the Office
- f) The Contractor should strictly adhere to the Statutory Regulations viz Minimum Wages, EPF, ESI and Bonus as per schedule rate and adhere relevant Acts in force in respect of each item. ***Rates once fixed shall remain constant during the period of contract.***
- f) In case of additional requirement of House Keeping, the contractor should be in a position to supply them at approved rates without delay.
- g) In case it is found by KERALA STATE IT MISSION that any property or material of the KERALA STATE IT MISSION is lost or put to loss/damage due to the negligence of the persons engaged by the Contractor, the contractor will be held fully responsible and should reimburse the cost of loss/damage so incurred. The decision of THE DIRECTOR, KERALA STATE IT MISSION, as to the quantum of loss /damage is final.
- h) In case any person engaged by the of the Contractor suffers injury / damage or meets with an accident during the discharge of duty, the entire cost of compensation should be borne by the contractor and the KERALA STATE IT MISSION will stand fully indemnified against any claim/damage/Compensation
- (i) The Contractor should maintain a Register for getting work satisfactory certificate from each section. Consumables such as Phenyle , urinal chips, Soap oil, Acid, Cleaning powder, Dettol, Napthalene and Tools and materials such as Broom stick, Mobstick, Duster cloth, Buckets, Mugs will be arranged by the KERALA STATE IT MISSION. The records maintained by the agency for such issue of materials may be submitted to the DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 periodically for perusal.
- (j) All records as envisaged under Contract Labour Acts should be maintained and these records are subject to scrutiny by competent authorities. These records may be submitted for scrutiny of DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033.
- k) The Contractor should ensure that the work awarded will not fall into the hands of outsiders, such as sub-letting etc under any circumstances and sub contract if any will not be permitted and in such cases the contract awarded to the successful Tenderer will be terminated and security deposit will be forfeited and Bank Guarantee will be encashed
- (l) The Contractor shall be responsible for maintaining the following register/records required to be maintained under various labour laws.
 - 1) Register of Attendance.
 - 2) Register of Wages
 - 3) Register of Fines
 - 4) Register of Wage slips

5) Register of leaves/Absentees

- m) The Contractor shall ensure to meet their obligations arising out of the employees Provident Fund and Miscellaneous Provisions Act 1952 by making regular deductions of employees contribution and remit the same along with employers contribution to the office of the Regional Provident Fund Commissioner, Thiruvananthapuram only. A copy of the challan showing deposit of the monthly contribution along with list of labourers to whom payment is made shall invariably be provided to the principal employer. It is the responsibility of the Contractor to obtain annual EPF Balance Sheet and distribute them among all the persons engaged by them under proper acquittance under intimation to DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033.
- n) The Contractor while submitting the Bill , the following details are to be enclosed along with the bill:
- a) List showing the details of persons engaged.
 - b) Duration of their engagement.
 - c) The amount of wages paid to such persons for the duration in question. (Wage Slip)
 - d) Amount of EPF contribution for the duration of engagement in question, paid to the EPF Authorities mentioning the amount separately.
 - e) Copies of authenticated documents of payments of such contribution to EPF authorities and a declaration from the contractor regarding compliance of the conditions for EPF Act,1952
 - f) The amount of ESI contribution for each person engaged alongwith details of ESI Identity Card, ESI Number etc., The allotment of ESI Number and authorisation for treatment from the ESI authorities may be produced.
 - (h) The engagement of the persons should be done after verifying the antecedents.
- h) If any person engaged for the work by the contractor is absent for more than 10 days and he/she is not likely to resume duty, the names of such person should be deleted and information in this regard to be given to DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 and also furnish the name of the person added due to replacement. The EPF/ESI rules should also be applied for left out and replaced persons.

9 . DATE OF OPENING

9 .1. The Technical tenders will be opened at **15:30 hrs** on **15/10/2016** in the Office of the KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 in the presence of the tenderers or their duly authorised representatives who are present at that time and members of the committee duly nominated by Kerala State IT Mission. The Financial Bids will be open seperately.

9.2. If the Office remains closed or is not able to function due to unexpected reasons, the tender will be opened at the same time of the next following working day.

9.3. Any tender received after the deadline for submission of bids prescribed by KERALA STATE IT MISSION Thiruvananthapuram-33 shall be rejected and returned unopened to the tenderer.

9.4. If representative / authorized person of the bidder is to attend the bid opening an authorization letter to this effect must be produced by him before he is allowed to participate in the bid opening.

9.5. DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 reserves the right to disqualify such tenderers who have a record of not meeting contractual obligations against earlier contracts entered into with the KERALA STATE IT MISSION.

9.6. The contract awarded to the selected tenderer is NOT TRANSFERABLE. The contractor shall not assign or sub contract the work to any other agency or party. .

10 . IMPROPERLY PREPARED OFFER

10 .1. All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

10 .2. If any clause is found added or altered the tender will be rejected. Any tender with any condition added shall not be considered

11. RATE QUOTING METHOD

11 .1. The rates should be quoted in figures and words on daily wages basis which are inclusive of taxed. Any ambiguity in rates shall make the tender invalid. No clause should be added or altered in Bid documents. In case if there is any difference in amount written in figure and amount written in words, then the amount written in words will be treated as amount quoted.

11 .2.The contractor should strictly abide by the provisions of various acts of the State in force in connection with the employment of the contract labour. It is the responsibility of the contractor to ensure the wages as per Minimum Wages Act concerned to the persons employed and EPF and ESI as applicable.

11 .3.The tenderers are requested to contact the Administrative Officer, KSITM concerned to ascertain the quantum of work before quoting the rates. If desired, the bidder may visit the premises on any working day between 11 AM & 4 PM by fixing appointment with the Administrative Officer, KSITM before submission of bid.

11.4 .Income Tax at appropriate rates will be deducted at source from the monthly payment of all the bills.

12. EVALUATION CLAUSE

12. 1. Evaluation of tender will be done on the basis of the lowest rates quoted in terms with the conditions prescribed therein.

13. SECURITY DEPOSIT

12.1.The tenderer whose rate is accepted has to deposit an amount of **Rs.50,000/-** as Security Deposit within **five days** from the date of acceptance of the tender, which bears no interest and refundable on expiry of the period of contract. In the event of failure to deposit within the time allowed, the tender will be rejected and the EMD forfeited. In such a situation, the second lowest tender will be accepted. This Security Deposit is payable in the following forms.:

- a) By Crossed Demand Draft obtained from any Nationalized / Schedule Bank payable to the DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033.
- b) A receipt for the deposit from a Nationalized Bank, receipt being made in the name of The DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033.
- c) By Bank Guarantee obtained from a Nationalized / Scheduled Bank valid for a period of 12 months from the date of execution of agreement.
 - i) Failure to pay the Security Deposit within the specified time will entail the forfeiture of EMD and also rejection of the tender.
 - ii) If the tenderer withdraws the tender during the currency of the tender period, the Security Deposit will be forfeited.
 - iii) Security Deposit of the successful tenderer will be forfeited to KERALA STATE IT MISSION in the following cases:
 - a) If after acceptance of the tender, the tenderer fails to carry out the job in accordance with the terms and conditions of the tender as mentioned in the Schedule of Works.
 - b) If any damage is caused to any of the property of the KERALA STATE IT MISSION or delay in carrying out the works.
 - c) If any of the conditions indicated in the Tender is not carried out which results in loss/damage to KERALA STATE IT MISSION.
 - d) If any of the statutory payments(ESI/EPF/ST & Ed.Cess) are found not remitted/paid.

14 . AGREEMENT

13.1. The successful tenderer will be required to execute an agreement In a Non-judicial stamp paper of **Rs. 500/-** (Rupees Five Hundred only) within the time frame stipulated by DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM,

THIRUVANANTHAPURAM 695033. The cost of stamp paper is to be borne by the successful tenderer.

15 . CAUTION

15.1.The tenderer should execute the whole and every part of the work in the most efficient and workman like manner both as regards materials and quality of work

15.2. In the event of any failure to comply with any of the clause of this tender notice or the agreement, the tender is liable to be cancelled and the Security Deposit is liable to be forfeited.

15.3. If the service of the tenderer is found not satisfactory, KERALA STATE IT MISSION has the right to terminate the tender by giving 15 days notice.

16 . RESPONSIBILITY OF THE CONTRACTOR

16.1. The Contactor should strictly adhere to the statutory regulation viz., minimum wages Act, EPF Act/ ESI scheme and any other regulations. Covering Labour contract in respect of Labourers/ Employees by the contractor individuals should be supplied with details of EPF/ ESI payments. All Labourers / Employees should be supplied with ESI cards to enable them to get treatment. In Nutshell all the labourers employed should be provided with all facilities as per the provision of contractor labour R&A Act 1971.

16.2. The Contractor shall be responsible for the discipline of the persons employed by him. If at any time, it is found that the persons are indulging in misbehavior or misconduct etc. the unit officer shall have the right to have him / her replaced by the contractor.

16.3. The Contractor shall maintain complete personal data of persons employed by him such as, name, fathers name, permanent address, village / Taluk / district, police station concerned, signature etc.

16.4. The Contractor should be responsible for the welfare of his persons as per the various State / Central Government Acts and Regulations.

16.5 . The Contractor will be solely responsible for the payment of salaries, allowances and other benefits too his employees and KERALA STATE IT MISSION shall in no way responsible for the same. He should not wait for the KERALA STATE IT MISSION's payment to pay to his staff.

16.6 In case of any workman of the contractor suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the tenderer and KERALA STATE IT MISSION will stand indemnified against any claim for compensation.

16.7 . Cooking/halt after duty hours by the labourers of the Contractors inside the building is not permitted.

16.8 . The tenderer should provide First Aid facilities for the contract labourer.

16.9 . Any communication to the last known address will be sufficient for any purpose of written communications. Any plea of absence from Headquarters or change of address will not be accepted to establish the non-receipt of communication on the part of the tenderer.

17 . DAMAGES AND LOSSES

17.1. The successful tenderer will be engaged as “WORK CONTRACTOR” on “WORK CONTRACT BASIS” which is purely a work contract based on the principles of Law of Contract.

17.2. The tenderer getting the work order will be entirely responsible for all losses and damages caused during execution of work by his party to men, material and properties belonging to not only KERALA STATE IT MISSION but also to other departments, organizations and individuals. KERALA STATE IT MISSION shall have no liability whatsoever.

17.3. Any legal or financial implications while executing the work would be vest with the tenderer only. KERALA STATE IT MISSION shall have no liability whatsoever.

18. PENALTIES

Penal deductions will be made for poor services on the basis of assessment by the officers in the office of DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033. Penal deductions will also be made at the rate of 2% of the rates quoted per occasion/instance per month. The decision of the DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 will be final in this regard.

19. TERMINATION

19.1. DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 may without prejudice to any other remedy for breach of contract, may terminate the contract by giving 15 days notice.

- i) If the contractor fails to abide by any of the terms and conditions under the contract
- ii) If the Contractor fails to carry out the duties assigned to him efficiently and in a workman ship manner or the contractor becomes bankrupt or declared as insolvent by a competent court of law
- iii) In event of termination of contract, the contractor is not entitled to any compensation

- iv) DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 may without prejudice to other rights under the law of the contract provided get the tender work done at the risk and cost of the tenderer in above circumstances.

19.2 KERALA STATE IT MISSION shall not be responsible for any loss or damage incurred to the contractor as a result of the termination of the contract. KERALA STATE IT MISSION shall be free to take due action for the appointment of a new contractor during the period under notice thereafter. The contractor / the company will be debarred for further participation in the tender floated by this office.

20 . PAYMENT OF BILLS

20.1 The Contractor shall submit all bills on monthly basis in triplicate with the Service Tax Registration Number to the officer (The Director) concerned along with an advance stamped receipt for processing for payment. The Contractor shall enclose the payment copies of the previous months EPF, ESI Statement contribution. Service Tax etc., paid to the concerned authorities. The Contractor shall submit a certificate that he had paid the wages completely for the previous months. Necessary deductions towards income tax and surcharge and any other tax levied by state / central Government / Local administration shall be made from the bills at the time of payment as per rules in existence at that time. The payment will be made only through crossed cheques. Service Tax may be claimed as applicable which is to be remitted to the Department of Central Excise.

20.2. In case of absence of any person engaged / non-performing of work, pro-rata deductions will be made in the bills.

20.3. The bills will be settled normally within 10 days from the date of receipt of the bills. If the contractor fails to submit the required documents along with the bill, his payment will be withheld till such time such documents are submitted

21 . RIGHTS RESERVED FOR KERALA STATE IT MISSION

21.1 DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 reserves the right to blacklist a tenderer for a suitable period in case he fails to honour his tender without sufficient grounds

21.2 KERALA STATE IT MISSION reserves the right to reject any or all tenders without assigning any reason.

21.3 The person engaged by the Contractor shall be employees of the contractor and the award of work contract does not confer any right to appointment in KERALA STATE IT MISSION

21.4 . In case of any dispute before entering into contract, the decision of the DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 shall be final.

- The DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 shall be the final authority for deciding the successful tenderer and his decision will be final.

22. . VALIDITY

- The period of contract shall be for a period of one year from the date of awarding of the tender but can be extended for a further period on the sole discretion of Director, KSITM on satisfactory performance of the contract by the Contractor or till such time a fresh tender is finalized whichever is earlier at the same rate with the same terms and conditions.

23 RESTRICTIONS

Any attempt on the part of the tenderer to influence the authorities or indulge in any corrupt practice to secure the contract or any attempt to secure any interest for actual prospective tenderer or influence by any means for the acceptance of particular tender will render the concerned tenderer liable for exclusion from consideration .

24 . DISPUTES / ARBITRATION:

- In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matters, the decision of which is specifically provided under this agreement) the same shall be referred as sole arbitration of the SECRETARY, IT DEPARTMENT, GOVERNMENT OF KERALA , THIRUVANANTHAPURAM 695033 whose decision shall be binding on the contractor.

25 . CERTIFICATE

KERALA STATE IT MISSION employees and their near relatives are prohibited from participation in this tender. Hence, the Contractor participating in the KERALA STATE IT MISSION tender should ensure that none of their relatives are working in KERALA STATE IT MISSION. The near relatives for this purpose are defined as:

- a. Members of a Hindu Undivided Family.
- b. They are husband and wife.

- c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter –in-law), daughter (s) & and daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law).

In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm, certificate will be given by all the Partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender / work will be cancelled and the EMD / security Deposit will be forfeited at any stage whenever it is noticed. The KERALA STATE IT MISSION will not pay any damages to the Company or firm or concerned person. The company or the firm or the person will also be debarred for further participation in the tenders floated by this office.

26 . SET OFF:

Any sum of money due and payable to the tenderer (Including Security Deposit refundable to him) under this contract may be appropriated by the DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 and set off against any claim of the KERALA STATE IT MISSION for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the KERALA STATE IT MISSION. Thiruvananthapuram-695 033

PRICE SCHEDULE

TENDER FOR HOUSEKEEPING SERVICES

IN THE OFFICE OF THE DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033

I/We submit herewith the tender for the House Keeping Services in the office of the DIRECTOR, KERALA STATE IT MISSION, ICT CAMPUS, VELLAYAMBALAM, THIRUVANANTHAPURAM 695033 and in PMU Office at Statue, Thiruvananthapuram in response to your tender notification.

I/We quote the following rates:

Amount in Rs. **per day for male employee** (exclusive of Service Tax)

Amount in Rs. **per day for female employee** (exclusive of Service Tax)

The daily rate for the scope of work as described in item.3 (Sl No. 3.1 to 3.3) : of the tender document

Place:

Date

Name:

Signature of Bidder

Signature of the Tenderer

Agreement to be executed by the successful bidder

CONTRACT FOR HOUSE KEEPING AND CLEANING FACILITY SERVICES
ENTERED on _____, 2016 at Thiruvananthapuram

Between

M/s. _____ (hereinafter called “Agency” which expression shall unless repugnant to the context or subject include his legal representatives, successors and assigns) of the _____ one part

And

Kerala State IT Mission, ICT Campus, Vellayambalam, Trivandrum – 695033 represented by its Director (hereinafter called “ Client ” which expression shall unless repugnant to the context or subject include its successors and assigns) of the other part

PART-I PREAMBLE

WHEREAS the Client had invited tenders from Agencies engaged in providing services for undertaking the work of sweeping, cleaning and maintenance of the office premises including toilets, wash basins, furniture and fittings of the Client’s office and also to prepare and serve tea and refreshments to the staff and guests purely on contract basis for a period of one year as per tender notification No..

WHEREAS the Agency submitted his tender dated agreeing to undertake the work subject to the terms and conditions contained in the said bid documents and at the rate quoted by the Agency

WHEREAS the client has accepted the bid submitted by the Agency and issued Letter of Award No _____ dated awarding the work to the Agency initially for a period of one year commencing from subject to the terms and conditions contained in the tender document and those hereinafter mentioned

NOW THIS AGREEMENT WITNESSETH AND PARTIES HERETO AGREE AS UNDER:

PART II : OBLIGATIONS OF Agency

The Agency shall be responsible for entire sweeping and maintenance of cleanliness at the premises of KSITM Office at Vellayambalam and PMU Office at Statue including toilets as follows:

1 . NUNMBER OF PERSONS TO BE ENGAGED

4 persons are to be engaged at KSITM office at Vellayambalam (2 Male and 2 Female). 3 of them shall work from 8.00 am to 4.00 pm and one male member have to work from 12.00 Noon to 8.00 pm daily from Monday to Saturday except on Public holidays.

4 person are to be engaged at PMU Office, Statue (3 Female and 1 male) , who shall work from 8.00 pm to 4.00 pm from Monday to Saturday except on public holidays .

2.1 . SCOPE OF WORK

2.1 .UPKEEPING WORKS :

- The back office, front office, steps, corridors shall be swept with soft brooms first and thereafter moped using paraform, phenyl, liquid soap, vim etc on all days Monday to Saturday excluding holyday before 9.00 am. Cabin and other areas remaining locked shall be taken up thereafter and completed by 9.30 am.
- All tables, chairs, glass panes, Computer monitors, keyboards, Computer mouse and phones shall be cleaned with cloth on all days in the morning.
- Light shades, tube lights, ventilators, fans, windows, partitions, glass portion, Venetian blinds, Furniture equipments, shelves, cabinets etc must be cleaned at least once in a week.
- Cobwebs of the wall/ceiling of the building shall be removed once in a week.
- Waste materials collected shall be removed daily.

2.2 TOILET CLEANING :

- All toilets and wash basins in the toilets and pantry shall be washed daily and as frequently as required. The urinals and commodes shall always be maintained stain-free, clean and tidy by cleaning on regular basis using disinfectionists .
- Walls of toilets shall be cleaned, cobwebs removed daily. Wherever washable paints/tiles are used on surfaces it shall be cleaned with water to remove stain etc.

- As and when the urinal commodes are found stained, it shall be removed immediately using cleaning acid.
- The toilets shall be cleaned on all days in the morning before 8.30 am and again in the afternoon between (1.00 pm – 2.00 pm) and it shall be ensured that the toilets remain clean from 8.00 am – 5.30 pm every day.

2.3 PREPARATION TEA AND OTHER REFRESHMENT

The tea, coffee and other refreshments shall be prepared and distributed to the staff every day and also on the event of any meeting as and when required

2.4 DRESS CODE

The persons engaged for the work shall be in uniform and the uniform should be clean and tidy.

***PART III :* CLIENTS OBLIGATIONS**

- 3.1 The client shall pay an amount of Rs ... - (Rupees..... only) per day per person for the services rendered by the Agency exclusive of all taxes. All payments will be effected on submission of monthly invoices by the Agency for the previous month.
- 3.2 . If any additional services is required to be performed by the Agency, that is, over and above the ones contained in the contract, it will be paid on mutually agreed rate .
- 3.4 Cleaning materials such as Vim, Soda, Paraform, acid, soap solution, soft brooms, brushes, dusters, cloth pieces, naphthalene balls, tissue paper, bleaching powder, detergent and the materials required for washing and cleaning shall be supplied by Client according to requirements. There should not be any wastage of materials. Proper stock register should be maintained and all materials supplied should be entered in the stock register for proper accounting

4.GENERAL

- 4.1 . The persons engaged by the Agency shall work exclusively for the Client and he / she should not be subcontracted or engaged by any Third party during the term of contract.
- 4.2 The persons engaged by the agency should behave courteously and politely with all members of the staff and to the guests visiting the office and he/she shall not engage in any trading or business activity with in the premises
- 4.3 . The persons engaged should comply with the directions and instructions given by the officers of the Client in discharging his/her duties

- 4.4 If any person is found to be not suitable or not acceptable to the Client for what ever reason, the Agency should withdraw such person from duty and make immediate substitute with in 24 hrs so that the work should not suffer for want of persons. Similarly if any person takes leave or absent from duty, the Agency should make alternative arrangements to engage a substitute in his place immediately.
- 4.5 . When ever the Agency makes any changes in deploying any personnel, it should be done with the prior permission of the Client
- There is no Employer – employee relationship between KSITM and the person engaged by the Agency and the person engaged by the agency shall remain the employees of the Agency for all statutory and other liabilities.
- 4.7 The Agency shall comply with all labour and statutory enactments and rules such as Contract Labour(Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Minimum Wages Act, 1948 , Payment of Gratuity Act, 1972, Work men compensation Act, 1925 and Agency alone will be held liable for any violations in complying with the provisions
- 4.8 . The person engaged by the Agency shall have no right to claim employment in KSITM and he / she shall not engage in any activity detrimental to the interest of KSITM
- 4.9 All terms and conditions contained in the tender document shall be binding on the contractor as if those terms and conditions are specifically incorporated herein

PART IV:

CONFIDENTIALITY

Agency will ensure that its staff shall not at any time divulge or make known to any third party any information coming to his/ her knowledge concerning the business or affairs or transaction undertaken or handled by the Client and shall not disclose to any person information relating to the affairs of the Client. This clause does not apply to any information, which is or becomes publically known.

PART V

DURATION

This contract is valid initially for a period of one year which may be extended depending on the client's requirements at the sole discretion of the client and the quality of the services rendered during the contract, on the same terms and conditions

PART VI

TERMINATION

If the performance of the Agency is found to be not Satisfactory or there is breach of any of the terms of this agreement by the Agency or if the agency fails to comply with the statutory requirements as per Clause 4(7) above the Client shall have the right to terminate the contract by giving 15 days notice in writing.

PART VII

INDEMNITY: The Agency shall indemnify and keep the Client, its officers or employees indemnified for any loss or damages caused to any property or assets of the Client by the negligent act of the person engaged by the Agency while carrying out the task assigned to him/her. Such a loss will be recovered from any payment due to the Agency from the Client under the Contract.

PART VIII :

SETTLEMENT OF DISPUTE

Any dispute and differences arising in relation to the contract including interpretation of its terms are subject to jurisdiction of the Courts in Trivandrum and will be resolved through joint discussion of the Chief Executive of the concerned parties. However, if the parties do not resolve the dispute, the matter will be referred for adjudication to the arbitration and the Secretary of the IT department of Government of Kerala shall be the sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties.

In witness whereof the parties hereto have affixed their signatures on the
at Trivandrum

For and behalf of Agency

For and on the behalf of the the Client.

Witnesses